

CONFORMED COPY

USAID Assistance Agreement No. 386-0547

SECOND AMENDMENT

TO THE

PARTNERSHIP AGREEMENT

BETWEEN THE

GOVERNMENT OF INDIA

AND

UNITED STATES OF AMERICA

FOR

HEALTH

Certified to be a true copy of the original signed by Mr. William Hammink, Director, USAID/New Delhi and Mr. Rajesh Khullar, Joint Secretary, Department of Economic Affairs, Ministry of Finance, Government of India.



William Hammink
Mission Director
USAID/India

Date: September 28, 2012

Article 1: Purpose of Amendment

The purpose of this Second Amendment to the Partnership Agreement for Health Project, entered into on September 30, 2010, (the "Agreement") is to: (1) grant incremental funding of Thirty-Eight Million Nine Hundred Fifty-Nine Thousand Five Hundred Thirty-One United States (U.S.) Dollars (\$38,959,531) to the Government of India (GOI); (2) revise the GOI contribution in concert with revisions to the USAID grant; and (3) revise Annex 1, the Amplified Description of Planned Activities under the USAID-GOI Health Partnership Agreement, and Attachment A to Annex 1, the Illustrative Summary of Current and Planned Bilateral Obligations.

Article 2: Contributions of the Parties

A. Under Section 3.1, USAID Contribution, subsections 3.1 (a) of the Agreement is hereby deleted in its entirety and the following substituted in their stead:

- (a) The Grant . To help achieve the objective set forth in this Agreement, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, hereby grants to the GOI under the terms of this Agreement an amount not to exceed One Hundred Million Five Hundred Sixty Four Thousand Six Hundred Ten U.S. Dollars (\$100,564,610) (the "Grant").

B. Under Section 3.2, GOI Contribution, the second paragraph of subsection 3.2(a) and subsection 3.2(b) of the Agreement are hereby deleted in their entirety and the following new subsection 3.2(b) is substituted in their stead:

- (b) The GOI's contribution, based on USAID's contribution in Section 3.1(a), will not be less than the equivalent of Thirty-Three Million Five Hundred Twenty-One Thousand Five Hundred Thirty-Seven U.S. Dollars (\$33,521,537), including in-kind contributions, calculated at the exchange rate in effect on the date of the agreement and the relevant amendment providing incremental funding. If USAID increases the amount of the Grant in Section 3.1(a) incrementally, as contemplated herein, the GOI's contribution shall increase with each increment accordingly, such that the GOI's contribution will not be less than the equivalent of one-third of that portion of the Grant that is used to support activities that either directly provides substantial benefit to the GOI or involves the direct and substantial involvement of the GOI in the administration, control or management of such assistance. The precise amount of GOI contribution shall be indicated in USAID's written notice of each incremental contribution. The GOI's total estimated planned contribution to the Objective will be subject to availability of funds to the GOI for this purpose and to USAID providing the total estimated amount in Section 3.1(b). The Grantee will report at least annually in a format to be agreed upon with USAID on its contributions.

Article 3: Amplified Description

A. The attached Addendum to this Second Amendment revises Annex 1 of the Agreement, the Amplified Description of Planned Activities under the USAID-GOI Health Partnership Agreement.

B. The financial plan, entitled "Illustrative Summary of Current and Planned Bilateral Obligations Up To and Including This First Amendment," as shown in Attachment A to Annex 1 of the Agreement, is hereby deleted in its entirety and is replaced by the revised "Illustrative Summary of Current Bilateral Obligations Up to and Including This Second Amendment", included as Attachment A to this Second Amendment.

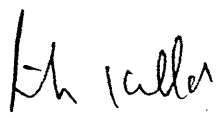
Article 4: Other Terms and Conditions

All other terms and conditions of the Agreement shall, except as amended herein, remain in full force and effect.


IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representative, have caused this Second Amendment to be signed in their names and delivered as of the day and year first above written.

THE GOVERNMENT OF INDIA

THE UNITED STATES OF AMERICA



Rajesh Khullar
Joint Secretary
Department of Economic Affairs
Ministry of Finance



William Hammink
Director
United States Agency for International
Development, Mission to India

Counter-signed on October 1, 2012

Health Partnership Program (HPP) Agreement
Addendum No. 2 to Annex 1,
the Amplified Description of Planned Activities
under the USAID-GOI Health Partnership Agreement

This addendum revises the Amplified Description of Planned Activities to establish a process for identifying the geographic focus of project activities, by adding the new paragraph provided below:

Geographic Focus: The focus states for non-HIV/AIDS health programs are to be jointly identified by Department of Health and Family Welfare and USAID. The focus states for HIV/AIDS programs are to be jointly identified by Department of AIDS Control/NACO and USAID.

HEALTH PARTNERSHIP PROGRAM (386-0547)
ILLUSTRATIVE SUMMARY OF BILATERAL OBLIGATIONS
UP TO AND INCLUDING THIS SECOND AMENDMENT
(In Thousands of U.S. Dollars)

Intermediate Result ¹	Obligation This Amendment			Cumulative Obligations Through This Amendment		
	U.S. FY 2012			U.S. FY 2010-FY 2012		
	USAID Contribution	HCC ²	Program Total	USAID Contribution	HCC ²	Program Total
1. <u>Increased Access to Quality Services</u> - Quality Improvement - Health of the Urban Poor ³ (On-going)	9,350 3,000	3,696 1,000	13,046 4,000	21,076 4,870	8,046 1,624	29,122 6,494
2. <u>Strengthened Policy and Regulatory Environment</u>	-	-	-	-	-	-
3. <u>Increased Healthy Behavior</u> - Behavior Change Communication (of which for HIV/AIDS activities)	6,500 (2,500)	2,167 (833)	8,667 (3,333)	18,000 (4,903)	6,500 (1,634)	24,500 (6,537)
4. <u>Increased Use of Data for Decision-Making</u> - Strategic Information/Policy	810	270	1,080	6,711	2,237	8,948
5. <u>Increased Private Sector Engagement in Health</u> - Public-Private Partnership for Health	2,300	767	3,067	7,617	2,539	10,156
HIV/AIDS	11,491	3,830	15,321	33,977	11,326	45,303
Tuberculosis	3,750	1,250	5,000	3,750	1,250	5,000
Evaluation (of which for HIV/AIDS activities)	1,759 (759)	- -	1,759 (759)	4,564 (1,809)	- -	4,564 (1,809)
Other Technical Assistance	-	-	-	-	-	-
BILATERAL PROGRAM TOTAL	38,960	12,980	51,940	100,565	33,522	134,087

1/ Representatives of the Parties, as defined in Section 8.2 of the Agreement, may unilaterally, with written notice to the other Party, adjust the line item obligated amounts in this budget to a maximum of fifteen percent (15%) of their respective total cumulative obligation amount, provided, however, that the adjustments in line item obligated amounts may not result in a change to their respective total cumulative obligation amount.

2/ Host Country Contribution (HCC): Exchange rates to be used for calculation of HCC will be the rate which is in effect on the date of the Agreement and the date of any subsequent amendment providing incremental funding.

3/ The planned total USAID obligation for the Health of the Urban Poor is \$10.779 million, subject to the availability of funds and agreement of USAID and the program implementer to proceed. Of this, \$3.140 million was obligated directly by USAID in FY 2009 and FY 2010. The planned balance of \$7.639 million is expected to be provided as sub-obligations under this agreement.